

Essex County Sheriff Primary Campaign 2016

Client: Robito For Sheriff Essex Cty
Zones: 1095, 0681, 6292, 0033, 3117, 8334
Flight Dates: 8/18/2016 - 9/7/2016

Agency: D2N Media
Total # of Active Wks: 4
Spot Length: 30

Bill to: N/A
46 Landing dr
Methuen, MA 01844

AE: James Billiciff
Sales Assistant: N/A
Phone #: N/A
Cell #: N/A
E-mail: James_Billiciff@cablecomcast.com

Zone(s): Amesbury-Gloucester, 1095

Network	Start Date	End Date	Daypart	Description	Spots/Mk	Total Spots	Rate
NECN	08/18/16	08/21/16	W-Su 9a-4p	VARIOUS	4	4	\$10.00
NECN	08/22/16	08/26/16	M-F 9a-4p	VARIOUS	7	7	\$10.00
NECN	08/29/16	09/02/16	M-F 9a-4p	VARIOUS	7	7	\$10.00
NECN	09/05/16	09/07/16	M-W 9a-4p	VARIOUS	4	4	\$10.00
NECN	08/18/16	08/21/16	W-Su 5a-9a	VARIOUS	4	4	\$5.00
NECN	08/22/16	08/26/16	M-F 5a-9a	VARIOUS	7	7	\$5.00
NECN	08/29/16	09/02/16	M-F 5a-9a	VARIOUS	7	7	\$5.00
NECN	09/05/16	09/07/16	M-W 5a-9a	VARIOUS	4	4	\$5.00
NECN	08/18/16	08/21/16	W-Su 4p-7p	VARIOUS	4	4	\$15.00
NECN	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	5	5	\$15.00
NECN	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	5	5	\$15.00
NECN	09/05/16	09/07/16	M-W 4p-7p	VARIOUS	4	4	\$15.00
Totals						62	

Zone(s): Beverly, 0681

Network	Start Date	End Date	Daypart	Description	Spots/Mk	Total Spots	Rate
CNN	08/22/16	08/26/16	M-F 4p-7p	SITUATION ROOM<	3	3	\$20.00
CNN	08/29/16	09/02/16	M-F 4p-7p	SITUATION ROOM<	3	3	\$20.00
CNN	08/22/16	08/26/16	M-F 7p-12m	VARIOUS	3	3	\$20.00
CNN	08/29/16	09/02/16	M-F 7p-12m	VARIOUS	3	3	\$20.00
FXNC	08/22/16	08/26/16	M-F 7p-12m	VARIOUS	3	3	\$65.00
FXNC	08/29/16	09/02/16	M-F 7p-12m	VARIOUS	3	3	\$65.00
FXNC	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	3	3	\$60.00
FXNC	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	3	3	\$60.00
NECN	08/18/16	08/21/16	W-Su 9a-4p	VARIOUS	4	4	\$10.00
NECN	08/22/16	08/26/16	M-F 9a-4p	VARIOUS	7	7	\$10.00
NECN	08/29/16	09/02/16	M-F 9a-4p	VARIOUS	7	7	\$10.00

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate
NECN	09/05/16	09/07/16	M-W 9a-4p	VARIOUS	3	3	\$10.00
NECN	08/18/16	08/21/16	W-Su 5a-9a	VARIOUS	4	4	\$10.00
NECN	08/22/16	08/26/16	M-F 5a-9a	VARIOUS	7	7	\$10.00
NECN	08/29/16	09/02/16	M-F 5a-9a	VARIOUS	7	7	\$10.00
NECN	09/05/16	09/07/16	M-W 5a-9a	VARIOUS	3	3	\$10.00
NECN	08/18/16	08/21/16	W-Su 4p-7p	VARIOUS	3	3	\$20.00
NECN	09/05/16	09/07/16	M-W 4p-7p	VARIOUS	3	3	\$20.00
Totals					72		

Zone(s): Newburyport, 6292

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate
NECN	08/18/16	08/21/16	W-Su 9a-4p	VARIOUS	4	4	\$5.00
NECN	08/22/16	08/26/16	M-F 9a-4p	VARIOUS	7	7	\$5.00
NECN	08/29/16	09/02/16	M-F 9a-4p	VARIOUS	7	7	\$5.00
NECN	09/05/16	09/07/16	M-W 9a-4p	VARIOUS	4	4	\$5.00
NECN	08/18/16	08/21/16	W-Su 5a-9a	VARIOUS	4	4	\$5.00
NECN	08/22/16	08/26/16	M-F 5a-9a	VARIOUS	7	7	\$5.00
NECN	08/29/16	09/02/16	M-F 5a-9a	VARIOUS	7	7	\$5.00
NECN	09/05/16	09/07/16	M-W 5a-9a	VARIOUS	4	4	\$5.00
NECN	08/18/16	08/21/16	W-Su 4p-7p	VARIOUS	4	4	\$5.00
NECN	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	5	5	\$5.00
NECN	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	5	5	\$5.00
NECN	09/05/16	09/07/16	M-W 4p-7p	VARIOUS	4	4	\$5.00
Totals					62		

Zone(s): North Andover, 0033

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate
CNN	08/22/16	08/26/16	M-F 4p-7p	SITUATION ROOM<	3	3	\$45.00
CNN	08/29/16	09/02/16	M-F 4p-7p	SITUATION ROOM<	3	3	\$45.00
CNN	08/22/16	08/26/16	M-F 7p-12m	VARIOUS	3	3	\$50.00
CNN	08/29/16	09/02/16	M-F 7p-12m	VARIOUS	3	3	\$50.00
FXNC	08/22/16	08/26/16	M-F 7p-12m	VARIOUS	3	3	\$120.00
FXNC	08/29/16	09/02/16	M-F 7p-12m	VARIOUS	2	2	\$120.00
FXNC	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	3	3	\$105.00
FXNC	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	3	3	\$105.00
NECN	08/18/16	08/21/16	W-Su 9a-4p	VARIOUS	4	4	\$20.00
NECN	08/22/16	08/26/16	M-F 9a-4p	VARIOUS	7	7	\$20.00

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate
NECN	08/29/16	09/02/16	M-F 9a-4p	VARIOUS	7	7	\$20.00
NECN	09/05/16	09/07/16	M-W 9a-4p	VARIOUS	3	3	\$20.00
NECN	08/18/16	08/21/16	W-Su 5a-9a	VARIOUS	4	4	\$20.00
NECN	08/22/16	08/26/16	M-F 5a-9a	VARIOUS	5	5	\$20.00
NECN	08/29/16	09/02/16	M-F 5a-9a	VARIOUS	5	5	\$20.00
NECN	09/05/16	09/07/16	M-W 5a-9a	VARIOUS	3	3	\$20.00
NECN	08/18/16	08/21/16	W-Su 4p-7p	VARIOUS	3	3	\$30.00
NECN	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	3	3	\$30.00
NECN	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	3	3	\$30.00
NECN	09/05/16	09/07/16	M-W 4p-7p	VARIOUS	3	3	\$30.00
Totals					73		

Zone(s): Haverhill, 3117

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate
CNN	08/22/16	08/26/16	M-F 4p-7p	SITUATION ROOM<	3	3	\$10.00
CNN	08/29/16	09/02/16	M-F 4p-7p	SITUATION ROOM<	3	3	\$10.00
CNN	08/22/16	08/26/16	M-F 7p-12m	VARIOUS	3	3	\$10.00
CNN	08/29/16	09/02/16	M-F 7p-12m	VARIOUS	3	3	\$10.00
FXNC	08/22/16	08/26/16	M-F 7p-12m	VARIOUS	3	3	\$45.00
FXNC	08/29/16	09/02/16	M-F 7p-12m	VARIOUS	3	3	\$45.00
FXNC	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	3	3	\$40.00
FXNC	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	3	3	\$40.00
NECN	08/18/16	08/21/16	W-Su 9a-4p	VARIOUS	4	4	\$5.00
NECN	08/22/16	08/26/16	M-F 9a-4p	VARIOUS	7	7	\$5.00
NECN	08/29/16	09/02/16	M-F 9a-4p	VARIOUS	7	7	\$5.00
NECN	09/05/16	09/07/16	M-W 9a-4p	VARIOUS	3	3	\$5.00
NECN	08/18/16	08/21/16	W-Su 5a-9a	VARIOUS	4	4	\$5.00
NECN	08/22/16	08/26/16	M-F 5a-9a	VARIOUS	5	5	\$5.00
NECN	08/29/16	09/02/16	M-F 5a-9a	VARIOUS	5	5	\$5.00
NECN	09/05/16	09/07/16	M-W 5a-9a	VARIOUS	3	3	\$5.00
NECN	08/18/16	08/21/16	W-Su 4p-7p	VARIOUS	3	3	\$10.00
NECN	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	3	3	\$10.00
NECN	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	3	3	\$10.00
NECN	09/05/16	09/07/16	M-W 4p-7p	VARIOUS	3	3	\$10.00
Totals					74		

Zone(s): Lynn, 8334

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate
NECN	08/18/16	08/21/16	W-Su 9a-4p	VARIOUS	4	4	\$10.00
NECN	08/22/16	08/26/16	M-F 9a-4p	VARIOUS	7	7	\$10.00
NECN	08/29/16	09/02/16	M-F 9a-4p	VARIOUS	7	7	\$10.00
NECN	09/05/16	09/07/16	M-W 9a-4p	VARIOUS	4	4	\$10.00
NECN	08/18/16	08/21/16	W-Su 5a-9a	VARIOUS	4	4	\$10.00
NECN	08/22/16	08/26/16	M-F 5a-9a	VARIOUS	7	7	\$10.00
NECN	08/29/16	09/02/16	M-F 5a-9a	VARIOUS	7	7	\$10.00
NECN	09/05/16	09/07/16	M-W 5a-9a	VARIOUS	4	4	\$10.00
NECN	08/18/16	08/21/16	W-Su 4p-7p	VARIOUS	4	4	\$15.00
NECN	08/22/16	08/26/16	M-F 4p-7p	VARIOUS	4	4	\$15.00
NECN	08/29/16	09/02/16	M-F 4p-7p	VARIOUS	5	5	\$15.00
NECN	09/05/16	09/07/16	M-W 4p-7p	VARIOUS	4	4	\$15.00
Totals						61	

Order Summary:

Zone Description: Amesbury-Gloucester, 1095; Beverly, 0681; Newburyport, 6292; North Andover, 0033; Haverhill, 3117; Lynn, 8334

Total Spots: 404

Total Gross\$: \$6,995.00

Total Net\$: \$5,945.75

Average Investment per Active Week: \$1,748.75

Broadcast Month Totals:

	Aug 16	Sep 16	Total
Total Gross \$	\$3,585.00	\$3,410.00	\$6,995.00
Total Net \$	\$3,047.25	\$2,898.50	\$5,945.75
Total Spots	205	199	404

Total By Zone:

	1095	0681	6292	0033	3117	8334
Gross \$	\$600.00	\$1,530.00	\$310.00	\$2,920.00	\$940.00	\$695.00
Net \$	\$510.00	\$1,300.50	\$263.50	\$2,482.00	\$799.00	\$590.75
Spots	62	72	62	73	74	61

Advertiser Terms and Conditions

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, LP ("Comcast") or Comcast Affiliates (defined below) will distribute advertisements ("Ads") via linear spot cable ("Spot Cable") which may include interactive overlays or functionality, video on demand ("VOD"), and/or websites that Comcast or Comcast Affiliates own, operate, host, or distribute ads on ("Covered Sites") pursuant to one or more insertion orders (each, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Contract" shall mean these Terms and Conditions, together with any IO, and "Comcast Affiliates" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Comcast, excluding NBCUniversal Media, LLC.

1. INSERTION ORDER(S)

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the "Advertiser"), (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (the "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates; (v) campaign start date(s) and end date(s); and (vi) networks of distribution platforms on which the Ads will appear. (b) An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser, the display of the first Ad by Comcast (unless otherwise specified in the IO). This IO is governed by Comcast Spotlight's standard terms and conditions, found at comcastspotlight.com.

2. BILLING AND PAYMENTS

(a) Comcast will bill Advertiser monthly, using the standard broadcast month, subject to Section 4. (b) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification, including codes provided by Advertiser and reasonably acceptable to Comcast. Additional charges other than for distribution of Ads may be itemized on a separate invoice. (c) Payment shall be made in advance of the distribution date, unless credit arrangements acceptable to Comcast have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's receipt of invoice. (d) Upon Advertiser's request, affidavits for Spot Cable shall state dates and times taken from the official log maintained by Comcast. Such excerpts from the official log shall be the affidavits of performance and the definitive proof of performance. (e) Advertiser agrees to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event Advertiser fails to make such payments, Advertiser and/or Ad Representative, will be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts.

3. REJECTION AND TERMINATION

(a) Comcast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Comcast determines that Ad(s) or Ad Materials fail to meet Comcast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any domestic and international federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials contain material that violates the rights of a third party. Upon cancellation, all charges for the distribution of Ads completed hereunder and not paid shall become immediately due and payable. (b) Advertiser may cancel the distribution of Spot Cable Ads of 60 seconds' or less duration upon 14 days' prior written notice to Comcast effective no earlier than 14 days after the commencement of distribution of Ads under this Contract. Advertiser may cancel the distribution of Spot Cable Ads of more than 60 seconds' duration upon 28 days' prior written notice to Comcast effective no earlier than 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution under this Contract. Advertiser may cancel the distribution of Ads on Covered Sites if Comcast is in material breach of its obligations hereunder and fails to cure such breach within 10 days of Advertiser's written notice, except as otherwise stated in this Contract with regard to specific breaches. This paragraph notwithstanding, Advertiser may not cancel an IO that is accepted on a non-cancellable basis. (c) If Advertiser cancels this Contract or an IO, or if Comcast cancels this Contract or an IO for cause due to a breach by Advertiser, all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of cancellation. If Comcast cancels this Contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete this Contract. (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates, at Comcast's sole discretion, any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads distributed after the notice date of such termination through the effective date of cancellation.

4. AD MATERIALS

(a) Unless otherwise noted on the IO, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Comcast in compliance with generally accepted standards of good practice and in accordance with specifications required by Comcast. Comcast reserves the right to reject, edit, digitize, cut, edit, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized modified, altered, or compressed form for distribution. Advertiser acknowledges that non-center-cut safe HD Ads may lose information displayed in the edges of a Ad. Advertiser shall pay all expenses incurred in connection with the delivery of Ad Materials to Comcast, and with the return to Advertiser, if such return is directed on the IO or is otherwise requested by Advertiser. If Advertiser fails to deliver Ad Materials to Comcast by the respective deadline set by the relevant Comcast market, Comcast will use reasonable efforts to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser delivers Ad Materials late, Comcast may bill Advertiser for the media purchased pursuant to the IO. (b) Notwithstanding anything in this Contract to the contrary, Ad Materials provided by Advertiser are subject to Comcast approval and

network/carrier restrictions and guidelines, including standards and practices and consumer protection statutes. Comcast retains a continuing right to reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Comcast shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Comcast, Comcast may bill Advertiser for the time reserved on the IO. (c) Regarding Covered Sites, if a third party Ad Server is specifically identified in an IO, Advertiser may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast shall control with respect to Comcast's obligations under this Agreement. Comcast may discontinue display of Ads if the total number of impressions for such specified display period is reached prior to the end of the scheduled display stop date. A campaign is considered fully delivered if at least 95% of the impressions were run. If there is a shortfall in delivery of impressions of more than 5% at the end of any specified period, Comcast will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date. (d) Advertiser acknowledges that other content, tools or information provided by Comcast or third parties may appear on the screen over the Ad or Ad Materials, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that a publisher or viewer could cause to be displayed on the television screen through interactive media or otherwise. Comcast and Comcast Affiliates may copy and store the Ad during the distribution thereof as Comcast deems appropriate to optimize the performance of Comcast content distribution on the Systems.

5. RATES AND CHARGES

(a) Comcast reserves the right to increase its rates at any time. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only with prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs, regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advertiser will pay all non-recoverable out-of-pocket costs expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates. (e) Comcast may invoice Ads distributed on interactive platforms based on performance data ("Performance Data") provided by a third party, as specified in the IO. Comcast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Performance Data.

6. FORCE MAJEURE

(a) If Comcast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due to a Force Majeure Event, Comcast shall, in its sole discretion, offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

7. INTERACTIVE PLATFORMS

In connection with customers and potential customers obtained by means of Ads on interactive platforms, Advertiser will (a) use the contact information provided by Comcast's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, Advertiser shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally identifiable customer information to any third party; (c) be solely responsible to respond to all customer inquiries promptly and efficiently; (d) comply at all times with Comcast and Advertiser's customer contact guidelines, if any; (e) ensure that any customer who requests a "do not call" or "do not email" or equivalent listing is immediately removed from all call or email lists and follow-ups; (f) cease all contact with any customer immediately upon request from such customer or Comcast; (g) transmit all contact data securely and keep all contact data in a secure environment and otherwise be respectful and protective of customer privacy in all respects; (h) not contact customers utilizing an autodialer or similar technology or a prerecorded message; (i) make any required disclosures of costs that may be incurred by customers who receive text messages or calls to mobile phones, and (j) comply with all other applicable carrier, network and Comcast guidelines. In addition, communications made by Advertiser to Comcast's customers in accordance herewith (A) shall only promote the products and services of Advertiser that customer has expressly requested to be sent such communications and (B) shall not include any advertisement, sponsorship or promotion of or by any party other than Advertiser. Further, any communications between Advertiser and customers or potential customers are subject to the reasonable approval of Comcast. Nothing in the foregoing shall prevent Advertiser from creating lists of, or to market to customers who have independently contacted Advertiser regardless of whether they had previously used any of Comcast's interactive platforms. Advertiser also understand and agrees that Comcast shall have the right to use the number of impressions, interactions, and other information gathered under an IO on an aggregated an anonymous basis (i.e. that does not identify Advertiser.)

8. INDEMNIFICATION

(a) Advertiser shall indemnify, defend and hold Comcast and Comcast Affiliates harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, attorney's fees and disbursements) arising out of or relating to (i) the creation or production of Ads provided and/or authorized by Advertiser, (ii) the distribution of the Ads and the products and services they advertise, (iii) the Ad Materials provided by Advertiser, and (iv) any breach by

breach by Advertiser of this Contract or any of Advertiser's representations or warranties hereunder. Where Ad Representative contracts for Ads on behalf of Advertiser, Advertiser and Ad Representative shall be jointly and severally liable for all indemnification obligations in favor of Comcast. The foregoing representations, warranties and indemnities shall survive the completion, cancellation, or termination of this Contract. (b) Notwithstanding anything in this Contract to the contrary, the sole remedies available to Advertiser for a breach of this Contract, for any claims arising out of the negotiation or performance of this Contract or out of the distribution of the Ads provided by Advertiser shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this Contract, in the sole discretion of Comcast.

IN NO EVENT SHALL COMCAST OR COMCAST AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

9. WARRANTIES

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal or state law, statute, or regulation; (iii) Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (iv) Advertiser has the sole right, title, and interest, or that Advertiser has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (v) Advertiser has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vi) any (A) data provided by Advertiser, Ad Representative or their respective service providers has been collected in accordance with all Laws, and the use of such data by Comcast will not violate any Laws or the rights of any third parties; and (B) the collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy, applicable Law and any applicable industry self-regulatory principles or rules that may be applicable to Advertiser; (vii) all Ads comply with applicable network, carrier and Comcast guidelines; (viii) Advertiser shall not use Comcast's short code or keywords except as permitted by Comcast in connection with the applicable IO; (ix) all Ads are free of viruses, bombs, bots and other computer routines that may damage or expropriate any Comcast data or system; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites or interactive platforms or otherwise received from Comcast except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser from re-targeting or remarketing covered site users on other websites); (xi) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies; and (xii) Advertiser shall comply with all Laws in connection with its receipt and use of Comcast information and exercise of its rights under this Contract. (b) Comcast and Comcast Affiliates hereby disclaim any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealing, or course of performance. Without limiting the foregoing, Comcast specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads, and all reports and data provided by Comcast hereunder or pursuant to any IO are provided 'as-is' without any warranties or representations of any kind. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10. CONFIDENTIAL INFORMATION

Comcast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information in writing to Comcast within 14 days of disclosure. Comcast's Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comcast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract, Comcast's rates, personally identifiable information ("PII") of Comcast's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute "Confidential or Proprietary Information" pursuant to this paragraph. To the extent Advertiser receives PII from or about Comcast's subscribers, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled subscribers through the performance of its obligations under this Contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Comcast and the Advertiser, all PII and VOD enabled subscriber numbers, any data (including that data contained in any reports provided by Comcast) and used pursuant to an IO, or gathered or collected during delivery of an Ad that identifies or allows identification of any subscriber, or any content, context, or users of the foregoing, and any information entered or provided by users of any Covered Sites or subscribers are and shall remain the exclusive property of Comcast (and be deemed its Confidential or Proprietary Information) and Advertiser shall not acquire any right, title or interest therein. Advertiser shall not retain, use, or disclose such PII, VOD enabled subscriber numbers, data or other Confidential or Proprietary Information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

11. GENERAL; DISCLAIMERS

(a) Comcast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights

rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast, nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Comcast or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are prorated market-level impressions, adjusted based on each network's ad-insertable households by Syscode. Syscode level Ad-Insertable Universe Estimates (AIUEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MV/PD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims that relate in any way to this Contract, except collection proceedings brought by Comcast or a collection agency designated by Comcast related to fees owed by Advertiser to Comcast, will be resolved by arbitration in Philadelphia, PA, in accordance with the Commercial Arbitration Rules of this American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials.

Accepted and Agreed

Advertiser: _____

Name: _____

Title: _____

Authorized Acceptance: _____

Date: _____

rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Comcast or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are prorated market-level impressions, adjusted based on each network's ad-insertable households by Syscode. Syscode level Ad-Insertable Universe Estimates (AIUEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MVPD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims that relate in any way to this Contract, except collection proceedings brought by Comcast or a collection agency designated by Comcast related to fees owed by Advertiser to Comcast, will be resolved by arbitration in Philadelphia, PA, in accordance with the Commercial Arbitration Rules of this American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials.

Accepted and Agreed

Advertiser:

Roberto For Steiner

Name:

Donna For Steiner

Title:

Donna For Steiner

Authorized Acceptance:

Donna For Steiner

Date:

8/16/16

Donna For Steiner

2016 CANDIDATE RECORD OF REQUEST FOR PURCHASE OF POLITICAL TIME

**(THIS FORM MUST BE COMPLETED FOR ALL REQUESTS [ORAL OR WRITTEN] AND
PLACED IN POLITICAL AND PUBLIC INSPECTION FILE)**

Date of Request: 8/15/16

Name of Person making the Request: Kimberly Robito

Address and Telephone Number of Person making the Request: _____
10 East Platt Street, Lawrence, MA 01841

Name of Candidate: Jerry Robito

Name of Candidate's Authorized Committee: Committee to Elect Jerry Robito for Sheriff

Name of Treasurer of Committee: Kimberly Robito

Legally-Qualified Candidate for the Office of: Essex County Sheriff

PRIMARY ELECTION X

Democrat X
Republican _____
Other _____

Information Requested: Network Cable Advertising Material & Information

Information Provided: Network Cable Advertising Material & Information

Request to Purchase Time: ✓ ACCEPTED _____ REJECTED

Signed: Donn Pendergast / D2N Media _____ Date: 8/15/16

Signature of Individual Receiving Request

AGREEMENT TO PURCHASE POLITICAL ADVERTISING AVAILABILITIES

1. System and location: AMESBURY - GLOUCESTER, BEVERLY, HAVERHILL, LYNN, NEWBURYPORT, NO. ANDOVER ("Comcast" or "System")

2. I, DANN PENDERGAST (being or on behalf of) JERRY ROBITO, a legally qualified candidate of the DEMOCRATIC political party for the office of ESSEX COUNTY SHERIFF in the DEMOCRATIC [primary or general] election to be held on THURSDAY, SEPT 8TH, 2016 do hereby request to purchase political advertising time on channels FOX NEWS, CNN, NECN as follows:

<u>LENGTH OF TELECAST</u>	<u>HOUR</u>	<u>DAYS</u>	<u>TIMES PER WEEK</u>	<u>TOTAL NO. WEEKS</u>	<u>RATE AND CLASS OF TIME</u>
<u>30 SECOND HD COMMERCIAL</u>					

DATE OF FIRST TELECAST

8/18/16

DATE OF LAST TELECAST

9/7/16

TOTAL CHARGES: \$6,995.00 GROSS
\$5,946.75 NET

3. The telecast time will be used by COMMITTEE TO ELECT JERRY ROBITO FOR SHERIFF.

4. I represent that the advance payment for the above-described telecast time has been furnished by COMMITTEE TO ELECT JERRY ROBITO FOR SHERIFF and that Comcast is authorized to describe that sponsor in its log and to announce the advertisement as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is: () a corporation; (☒) a committee; () an association; or () other unincorporated group. The names and offices of the chief executive officers are: KIMBERLY ROBITO - COMMITTEE TREASURER

5. I understand that: If the time is to be used by the candidate within 45 days of a primary or primary runoff election, or within 60 days of a general or special election, the above charges represent the lowest unit charge ("LUC") of the system for the same class and amount of time for the same period; if the use is by a person or entity other than the candidate or is by the candidate but outside the aforementioned 45 or 60 day periods, the above charges do not exceed the charges made for comparable use of such system by other users.

6. I agree that use of the System for the above-stated purposes will be governed by the Communications Act of 1934, as amended and the FCC's rules and regulations, and Comcast's Terms and Conditions attached hereto. I further agree to indemnify and hold harmless Comcast for any damages or liability that may ensue from the performance of the above-stated telecasts. I also agree to prepare a script or transcription, which will be delivered to the System at least _____ days before the time of the scheduled telecasts. (Note the two preceding sentences do not apply if a candidate is using the time).

7. By: Dann Pendergast / DAN MEDIA Date: 8/16/2016
(Candidate, Supporter or Agent)

8. Accepted ☒ or Rejected ☐ by Dann Pendergast Title ACCOUNT EXECUTIVE

Terms and Conditions

The organization/corporation/individual ("Advertiser") contracting for cablecast of commercial announcements described on the reverse side hereof or attached hereto (the "Work Order") and the cable service operating subsidiary of Comcast Corporation providing such commercial announcements (the "Company") hereby agree to be bound by the following terms and conditions:

1. BILLING AND PAYMENTS

- (a) Company will bill Advertiser monthly or at end of schedule, using the Standard Broadcast Month, unless otherwise provided on the Work Order.
- (b) Payment shall be made in advance of date of cablecast or webcast ("cablecast") unless credit arrangements acceptable to the Company have previously been made in writing, in which event payment shall be made no later than thirty days after receipt by Advertiser of an invoice (and affidavit of performance if affidavit is requested by Advertiser).
- (c) Invoices shall contain information with regard to the cablecast product type, quantity, length, rate, network and any additional identification codes provided by Advertiser and reasonably acceptable to the Company. Additional charges other than for cablecast of commercial announcements may be itemized on a separate invoice.
- (d) Affidavits, when requested by Advertiser, shall state dates and times taken from the official log maintained by the Company. When certified by the Company, such excerpts from the official log shall be the affidavits of performance and act as proof of performance.
- (e) Advertiser agrees to pay all amounts payable under this contract and is liable for payments to be made under this contract. Where Advertiser is an advertising agency or media buying service, the person, firm or corporation that authorizes advertising agency to contract for the commercial announcements covered by this contract shall be liable for all such payments and fees in the event of default by advertising agency. Under no circumstances shall the Company be liable for an amount owed by Advertiser to an advertising agency acting for Advertiser and Advertiser agrees to hold the Company harmless from any such claim made against the Company by any such advertising agency. Company shall have the right to notify any of the foregoing parties of all liabilities and terms of this contract.
- (f) Accounts not paid when due shall be considered delinquent and shall bear a service charge of the lesser of 1.5% per month or the highest interest rate permitted under applicable law on the unpaid balance from the due date. Advertiser shall reimburse the Company for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, attorney fees and costs.

2. TERMINATION

- (a) Commercial announcements may be cancelled by the Company in its sole discretion upon five days prior notice. Company reserves the right to cancel this contract upon default by Advertiser in the payment of bills, for any other material breach of the terms hereof, and if Company determines that a commercial announcement fails to meet Company's content guidelines, at any time upon notice whether given orally or in writing. Upon cancellation for default, all charges for cablecasts completed hereunder and not paid shall become immediately due and payable.
- (b) Advertiser may cancel cablecasting of commercial announcements of 60 seconds or less duration upon 14 days' prior written notice to Company to be effective no earlier than 14 days after the commencement of cablecasts under this contract. Advertiser may cancel cablecasting of commercial announcements of more than 60 seconds in duration upon 28 days' prior written notice to Company to be effective no earlier than 28 days after the first date of cablecast under this contract.
- (c) If Advertiser cancels this contract, all discounts shall be void and rates on the then current rate card in effect will apply to any commercial announcements cablecast up to the date of cancellation. In addition Advertiser will pay all non-recoverable out-of-pocket expenses incurred in connection with any promotion, contest, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates). If the Company cancels this contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete the contract.
- (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates), at the Company's sole discretion, any related discounts for commercial announcements shall be void and rates on the current rate card shall apply to all commercial announcements to which such discount applied.

3. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the Work Order, all materials for commercial announcements shall be furnished to the Company by Advertiser. Advertiser shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the commercial announcements including, but not limited to, copyright performance and music synchronization rights with regard to all materials including, but not limited to video, audio, script and talent furnished by Advertiser or materials which the Company is directed by Advertiser to use. Company reserves the right to reject or edit any such materials. All expense connected with the delivery of commercial announcements to the Company, and with return therefrom, if return is directed on the Work Order, shall be paid by Advertiser.
- (b) Advertiser shall deliver commercial announcements and scheduling instructions to the Company at least 48 hours in advance of the scheduled cablecast date. If such announcements and instructions do not arrive at the Company 48 hours before the cablecast date, the Company will use reasonable efforts to cablecast commercial announcements received from Advertiser despite late delivery, but shall not be liable for commercial announcements that are not cablecast due to late delivery by Advertiser. Notwithstanding the foregoing, if such announcements and instructions do not arrive at the Company at least 48 hours before the cablecast date, the Company may bill Advertiser for the time reserved on the Work Order.
- (c) Notwithstanding anything in this contract to the contrary, commercial announcements provided by Advertiser are subject to the Company approval and Network Restrictions. Company retains a continuing right to reject any commercial material submitted by Advertiser, including but not limited to, the right to reject for unsatisfactory technical quality or objectionable or unlawful content, as determined by the Company in its sole discretion. If any commercial announcement is unsatisfactory, the Company shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of cablecast as determined by the Company, the Company may bill Advertiser for the commercial announcements reserved on the Work Order.
- (d) Company reserves the right to redesign or modify the organization, structure or "look and feel" of any Web Site used for advertising in conjunction with any Work Order at any time without notice. In the event such modifications affect the placement of the advertisement, Company will notify Advertiser and will work with Advertiser to display the advertisement in a comparable place on the Web Site. Company makes no representations, warranties or guarantees of any kind, either express or implied with respect to the Web Site or the functionality, performance or results of use thereof, including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the generality of the foregoing, Company does not warrant or guarantee that the Web Site or operation thereof will be uninterrupted or will meet Advertiser's requirements.

4. RATES AND CHARGES

- (a) Company reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to cablecasts under this contract unless otherwise provided on the Work Order.
- (b) Advertiser may contract for cablecast of commercial announcements of various lengths subject to the Company's rate card and only with prior Company approval.

(c) Commercial announcements will be billed at a 90% threshold.

5. FAILURE TO CABLECAST

If the Company fails to cablecast any commercial announcement or program material at a scheduled time, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or for any other reason, the Company shall offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such commercial announcements not cablecast. Advertiser shall have the benefit of the same discounts that would have been earned if there had been no interruption or omission in the cablecast.

6. INDEMNIFICATION; LIMITATION OF LIABILITY

(a) Company shall hold Advertiser harmless against all liabilities resulting from the cablecast of program material furnished by the Company; provided, however, that the Company shall not be responsible for any liabilities arising out of the content of program and/or commercial material provided and/or authorized by Advertiser.

(b) Advertiser shall indemnify, defend, and hold the Company harmless against all liabilities arising out of the creation and provision of, and the content of, program and/or commercial material provided and/or authorized by Advertiser and a breach of this Agreement. Advertiser further agrees to indemnify, defend and hold the Company harmless for and against all liabilities by reason of any claims, suits or proceedings arising by reason of any advertisement placed on Company's Web Site relating to any virus, worm or "Trojan Horse" or other contaminating or destructive features contained in the advertisement or any other materials or information to which end users of the Web Site can link from the advertisement or Web Site. Where Advertiser is an advertising agency, such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the commercial announcements covered by this contract shall be jointly and severally liable for all indemnification obligations in favor of the Company hereunder.

(c) Other than as set forth in Paragraph 6(a) above, and notwithstanding anything in this contract to the contrary, the sole remedies available to Advertiser for a breach of this contract or for any other claims arising out of the negotiation or performance of this contract or out of the cablecasting of program and/or commercial announcements provided by Advertiser shall be: (i) substitute cablecast of commercial announcements or program material as set forth in paragraph 5; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this contract.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

7. WARRANTIES

(a) Advertiser warrants and represents that all music composition, copy or other materials used in connection with the cablecast does not infringe the copyright, ownership or authorship of any third party. All advertising shall be free and clear for cablecast without further payment of copyright or other fees or obtaining any consents or approvals. Advertiser warrants and represents that the content of all cablecasts complies with all federal, state, and local rules and regulations of the Federal Trade Commission. (b) Company hereby disclaims any and all warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the foregoing, Company specifically disclaims any warranties relating to the effectiveness of any advertisements run pursuant to this contract.

8. GENERAL

(a) Company obligations hereunder are subject to the terms and conditions of licenses held by the parties hereto and are also subject to all federal, state, and municipal laws and regulations now enforced or which may be enacted in the future.

(b) This contract, including the rights under it, may not be assigned or transferred by Advertiser without first obtaining the consent of the Company in writing; nor may the Company be required to cablecast hereunder for the benefit of any advertiser other than the party named on the Work Order. Failure of the Company or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) Company shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to commercial material and other property furnished by Advertiser hereunder. Company will not accept or process mail, correspondence, or telephone calls in connection with cablecast of commercial announcements hereunder.

(d) All production materials provided by the Company and used in program and commercial announcements are and remain the exclusive property of the Company unless specifically noted on the Work Order or in an agreement for production services between the Company and Advertiser.

(e) Company shall only recognize agency commissions that conform to industry standards and practices.

(f) The number of cable homes receiving advertisements on any network is an estimate and may vary by geographic areas and other factors. The information provided will be periodically updated by the Company. For more information please contact your Advertising Sales Executive.

(g) This contract contains the entire agreement between the parties relating to the subject material herein contained, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.

(h) This contract shall be governed and construed in accordance with the laws of the jurisdiction in which the Company is located.

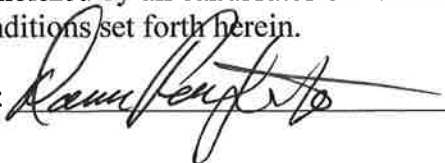
ACKNOWLEDGMENT OF POLITICAL CABLECASTING POLICIES
OF COMCAST SPOTLIGHT NEW ENGLAND

This will acknowledge receipt of "Information Concerning Political Advertising Policies of Comcast Spotlight New England". I agree that all purchases of advertising time on the Comcast Spotlight New England which I make by or on behalf of legally-qualified political candidates will be made subject to this Acknowledgment and the Political Policy. I acknowledge that I have been informed to my satisfaction concerning the classes of time which are available to advertisers, including without limitation every level of pre-emptibility; the chances of preemption for the various levels of pre-emptibility; the availability of discount packages and rotations, including the System's willingness to negotiate combinations of time suitable to the needs of particular candidates; the System's lowest unit charge and related privileges for each class of time; and the System policy with respect to make-goods.

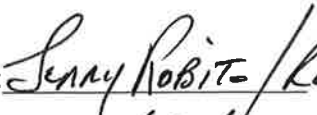
I recognize that the Federal Communications Commission ("FCC") has asserted its exclusive jurisdiction under the Communications Act of 1934, as amended (the "Act"), with respect to all disputes concerning purchases of advertising time by or on behalf of legally-qualified political candidates, specifically including all disputes concerning charges for candidates' "uses" of System's facilities. I acknowledge that all such disputes will therefore be governed exclusively by the Act, and the rules and policies of the FCC, and must be resolved exclusively before the FCC, subject to such judicial review as is provided for by the Act. In order to ensure that material necessary to resolution of such disputes is maintained, any such complaint should be filed with the FCC promptly. I certify that all advertising purchased by me for cablecast on the System will include my recognizable voice or image. I agree to indemnify and hold the System harmless from and against any and all damages and liability, including reasonable attorneys' fees, which may be assessed against the System as the result of its cablecast of advertising purchased by me which does not involve a "use".

If I am an agent acting on behalf of a candidate, I certify that I have made full disclosure to the candidate of the information provided to me by the System concerning its political advertising policies, and, if not, that I have been specifically authorized by the candidate to purchase advertising time on the System on his or her behalf without the need to make such full disclosure. I further represent that all advertising which I purchase on the candidate's behalf will include the candidate's recognizable voice or image. Unless I am acting on behalf of a candidate for federal elective office, I further represent that the candidate agrees to indemnify and hold the System harmless from and against any and all damages and liability, including reasonable attorneys' fees, which may be assessed against the System as the result of its cablecast of advertising not involving a "use" by the candidate which I purchase on the candidate's behalf. I further represent that I am authorized by all candidates on whose behalf I purchase time to agree to the terms and conditions set forth herein.

By: _____



On behalf of: _____

 / ROBITO FOR SHERIFF

Date: _____

8/16/16